

Regular Meeting
Monday, December 5, 2011
6:00 pm
Chowan County Public Safety Center
305 West Freemason Street

MINUTES

The Chowan County Board of Commissioners held their regular meeting on Monday, December 5, 2011 at 6:00 pm in the Chowan County Public Safety Center, 305 West Freemason Street Edenton NC. Present: Chairman Eddy Goodwin, Vice Chairman Keith Nixon, Commissioners, Jeff Smith Emmett Winborne, Ralph Cole, Ellis Lawrence and John Mitchener. Staff Present Board Clerk Susanne Stallings.

Chairman Eddy Goodwin called the meeting to order and led the pledge. Commissioner Mitchener provided the invocation.

Old Business

Recognition of Retiring Fire Chiefs

Chairman Goodwin provided a certificate of recognition in recognition of Louis Nixon, with Center Hill Crossroads Volunteer Fire Department for his service to Chowan County with 28 years of service and of those 14 years as fire chief.

Mr. Nixon stated he was honored to serve Chowan County.

The Chairman noted that due to a personal obligation, Chief Westbrook was not able to attend the meeting that night; however he shared a certificate of recognition for Chuck Westbrook, of Edenton Fire Department for his service to Chowan County with 39 years of service and of those 15 years as fire chief.

Employee Recognition Ceremony

The following County Employees were recognized for years of service:

2006 - 5 Year Anniversary

Janet L Davenport	Central
Bessie M Holley	Jail
Sherri L Eure	EMS
Annette M Pendleton	EMS
Colin J Ryan	EMS
Mitza M Autry	DSS
Renae O Long	DSS
Karen E Shuler	DSS

2001 – 10 Year Anniversary

Angela O Hassell
Shannon S Ray

EMS
Recreation

1996 – 15 Year Anniversary

Lynn C Gilliard
Irene C Phelps
Lupe Mejorado
Pamela C Jones
Valerie J Patrick

Register of Deeds
Maintenance
Sheriff
DSS
DSS

Administration of Oath of Office

Board Clerk, Susanne Stallings administered the oath of office to Clyde “Kep” Kepley, the newly appointed Chowan County Tax Administrator

Mr. Kepley stated he was happy to be working in Chowan County and looked forward to working diligently with staff and the Board.

Organizational Meeting

Board Clerk Susanne Stallings noted that in accordance with NCGS § 153A-39 (2) the Board of Commissioners must, at its first regular meeting in December of each odd-numbered year, choose one of its members as chairman for the ensuing year. She then stated that the floor was open for nominations for Chairman.

Commissioner Smith nominated Eddy Goodwin as Chairman. Ms. Stallings called for any further nominations, there were none. She closed the floor to nominations and then asked for all in favor of the motion to elect Eddy Goodwin as Board chairman. The motion passed unanimously (7-0).

Ms. Stallings passed the gavel back to Chairman Goodwin to continue with officer elections.

Chairman Goodwin stated that in accordance with NCGS § 153A-39 (2) the Board of Commissioners must also choose one of its members as Vice Chairman for the ensuing year.

Commissioner Winborne nominated Commissioner Nixon as Vice Chairman. Chairman Goodwin asked for any further nominations, there were none. He closed the floor to nominations. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

Chairman Goodwin stated that in accordance with NCGS § 153A-40 (a) the Board shall approve a meeting schedule for 2012. A proposed meeting schedule was included in the Board packets. The proposed meeting schedule will include 1st Monday of each month 6:00pm, 3rd Monday of each month 9:00am. If the meeting falls on a holiday, the meeting

will be rescheduled for the next business day (Tuesday). A copy of the proposed meeting schedule is in the meeting file labeled December 5, 2011. Commissioner Nixon moved that the Board approve the meeting schedule as presented. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

Public Comment

Chairman Goodwin then opened the floor for public comment in accordance with NCGS 153A-52.1.

Haurice Toppin stated that the ditch concern he had on Cisco road has been cleaned. He stated that Century Link has indicated they will fix their problem on that road.

Being no further public comment, Chairman Goodwin closed the floor.

Consent Agenda

Chairman Goodwin then presented the consent agenda.

a. Tax Release and Collector's Report (attached)

Baker, J.	\$111.50	Disabled Vet
EAN Hold.	286.65	Gross receipts being collected on rent
Williams, R.	399.76	Sold
Williams, R.	481.06	Sold
Williams, R.	481.06	Sold

b. Recommended Budget Amendments

BA-1112-044

3531	DSS	\$ 2,500	Increase revenue from Young Williams – 100% reimbursement
5361	DSS	\$ 2,500	Increase expenditures for Child Support Genetic Testing

BA-1112-045

3616	Senior Center	\$ 1,200	Increase revenue from donations – building improvements
4268	Senior Center	\$ 1,200	Increase expenditures for Building Maintenance and repairs

BA-1112-046

3990	Reg of Deeds	\$ 2,077	Increase revenue from fund balance appropriated funds set aside for Register of Deeds automation/preservation fund to NCGS 161-11.3
pursuant			
4180	Reg of Deeds	\$ 2,077	Increase expenditures for equipment to include two computers and a laser printer

BA-1112-047

3493	Insurance Proceeds	\$ 19,448.11	Increase revenue from insurance proceeds
4930	Hurricane Recovery	\$ 19,448.11	Increase expenditures for related damage to various county buildings including Mental Health, Ag Extension and Public Safety Center

Commissioner Cole moved that the Board approve the consent agenda as presented. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

ROAP MOU

The ICPTA ROAP Transportation Director, Herb Mullen presented a revised MOU as requested by DOT for the Chowan County ROAP program. Mr. Mullen stated that because the monies are passed though, he is required to have a MOU between ICPTA (Inter County Public Transpiration Authority), DOT (Department of Transportation) and Chowan County.

Commissioner Nixon asked if the County is tied to a 5 year contract.

Mr. Mullen stated that no, a county can get out of the program without any notice.

Commissioner Smith moved that the Board approve the MOU. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
CAMDEN, CHOWAN, CURRITUCK, PASQUOTANK AND PERQUIMANS COUNTIES
AND
ALBEMARLE REGIONAL HEALTH SERVICES OPERATING AS
INTER-COUNTY PUBLIC TRANSPORTATION AUTHORITY
CONCERNING
THE RURAL OPERATING ASSISTANCE PROGRAM

The Rural Operating Assistance Program (ROAP), administered by the Public Transportation Division of the North Carolina Department of Transportation, is a state funded grant program that provides funds for counties to provide transportation services for the elderly, the disabled and low income persons.

The Rural Operating Assistance Program (ROAP) is divided into three programs for which funds are available:

- Elderly and Disabled Transportation Assistance Program (EDTAP)
- Employment Transportation Assistance Program (EMPL)
- Rural General Public Program (RGP)

G.S. §136-44.27 allows public transportation authorities and regional public transportation authorities, created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes, to become applicants and to receive any ROAP funds to which the member municipality or county is entitled.

The Department of Transportation (the Department), Camden, Chowan, Currituck, Pasquotank and Perquimans counties (Counties), and the Albemarle Regional Health Services

operating as Inter-County Public Transportation Authority (Authority), collectively the Parties, agree to the following terms and conditions that will enable program delegation from the Counties to the Authority.

COUNTY RESPONSIBILITIES

To achieve the purposes outlined above the County agrees to the following terms and conditions:

1. Each County authorizes the Authority to become the applicant for all Rural Operating Assistance Program funds allocated to the County.
2. Each County authorizes the Authority to be the direct recipient of ROAP disbursements from the Department
3. Each County delegates to the Authority the power to determine how the ROAP funds will be distributed within the county, including the allocation of funds, management of the funds, administering the program, and filing reports that account for how the funds were expended. The distribution methodology shall be in writing and a plan shall be developed for management of the funds that will be approved in advance by the Department.

In situations where the Authority includes multiple counties, each county in the Authority's region agrees that the Authority shall use the funds to provide transportation services to anyone living in the service area of the transit authority, regardless their county of residence.

4. Each county Representative that sits on the Authority's Governing Board shall provide oversight of the Authority spending and services.
5. The Authority will submit a copy of all NCDOT reports concerning the ROAP program to each county served by the Authority.
6. Each County is responsible to provide written notification to the Department when the County no longer wants the Authority to administer the ROAP Programs

on its behalf.

AUTHORITY RESPONSIBILITIES

To achieve the purposes outlined above, the Authority agrees to the following terms and conditions.

1. The Authority will complete all of the application requirements and submit the ROAP grant application for the full allocations to each County and be responsible for that allocation and disbursement of the ROAP funds in each county.

2. To receive and manage the ROAP funds from the Department and to use any interest earned from the disbursements within the ROAP programs.

3. Upon request the Authority will provide all transit service and financial information to the Department and the county manager or his/her designee.

Should the Authority delegate funds to qualified agencies in the Authority area, those agencies shall provide the same reports and make the reports available as described above.

4. The Authority agrees it is responsible for maintaining all the documentation required for state reporting or auditing in regards to any ROAP funds retained by the authority. The authority will prepare and sign all state-required reports and provide them to the county for its review before they are submitted to the Department.

5. The Authority shall ensure that all ROAP funds passed through the authority are accounted for and presented in the authority's A-133 audit. Additionally, the authority will be responsible for refunding any unexpended funds to the state as required.

6. The Authority will comply with any other ROAP program requirements and accountability guidelines not specifically listed in this agreement or mentioned in the Certified Statement.

NOW, THEREFORE, by signing below the duly authorized representative of the Public Transportation Division of the North Carolina Department of Transportation hereby agrees to the following terms and conditions:

1. To disburse the ROAP funds allocated to the Counties to the Authority as scheduled in the annual application documentation.

2. To receive and review a semi-annual and annual report from the designated transportation authority and to invoice the authority for unspent ROAP funds.

3. To notify the Counties if there are any discrepancies or concerns about the transportation authority's administration of the ROAP program.

4. To ask the External Audit Branch to compare information on the ROAP reports to the transportation authority's annual independent audit report. Additionally, the External Audit will do on-site audits of ROAP expenditures as scheduled.

This agreement takes effect immediately after all parties have signed it. All parties to this agreement must mutually agree in writing to any changes. This agreement remains in effect until any agency participant provides written notification to all the other parties to this agreement of their intention to terminate this memorandum of understanding. Any written notification of termination of this memorandum of understanding must include a termination date that provides at least thirty (30) days advance notification to all parties.

"By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

WITNESS my hand and seal, this day of December 5, 2011 .

Mr. Mullen then presented a contract between ARHS, ICPTA and Chowan County. Commissioner Nixon moved that the Board approve the contract. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

exceptions are resolved, whichever is longer.

It is agreed that all account information shall be provided in the records of the Party of the Second Part to enable tracking of disbursements through the Grantor's accounting system.

It is mutually agreed that the parties hereto shall include the names of all parties to the terms of the contract for the Party of the First and the Party of the Second Part, including the employer tax identification number, address, contract information and the Party of the First Part/Party of the Second Part fiscal year end date.

It is mutually agreed that the contract or agreement shall be signed in due form by all parties with authority to enter into such contract.

It is mutually agreed that this contract shall have a duration from July 1 to June 30 of any year that the parties are working together to provide transportation to rural areas.

It is mutually agreed that funds paid by the Party of the First Part and the Party of the Second Part shall be such funds as are made available and the Party of the Second Part is eligible to receive.

It is mutually agreed that the Party of the Second Part shall assume all duties and responsibilities set forth in the terms and provisions of this contract and agreement, and any other terms and provisions that shall be mandated or dictated by the State of North Carolina.

It is mutually agreed that the said Party of the Second Part shall comply with all reports and reporting deadlines as shall be dictated or required by the Party of the First Part or its funding source, the State of North Carolina.

It is mutually agreed that either party shall have the right and privilege to terminate this contract and agreement by mutual consent with sixty (60) days written to the other party or as otherwise provided by law.

It is mutually agreed that this contract and agreement is contingent upon grants and the direction as to their allocation and appropriation of funds to the Party of the First Part as shall be needed or required by the said Party of the Second Part.

It is mutually agreed that in the event of the termination of this contract, any

funds not appropriately utilized by the Party of the Second Part shall be refunded to and paid to the said Party of the First Part.

It is mutually agreed that the parties contract and agree to comply with the rules and unexpected requirements outlined in North Carolina General Statutes Chapter 143c ed. seq., which shall include the oversight by the Office of the State Auditor, the provision of access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor or any recipient of State funding.

It is mutually contracted and agreed that the terms, provisions, payments and other obligation of this contract, which are or could be assigned to a subcontracting entity, then that entity shall be obligated to the parties of this contract and that entity shall NOT be relieved of any of the duties and responsibilities of the original contract. And the sub-grantee or assignee agrees to abide by the standards contained in this contract and agreement and to provide all information to allow the grantee to comply with standards set forth in North Carolina General Statutes Chapter 143c.

It is mutually contracted and agreed that the agencies shall ensure that oversight and monitoring of grantee and subgrantees occurs to prevent the misuse of State funds. Grantees and subgrantees shall manage the day-to-day operations of grant-supported activities. Grantors shall monitor grant-supported activities to assure compliance with applicable compliance requirements and that performance goals are being achieved. Grantee monitoring shall cover each program, function or activity. An evaluation must be performed with a comparison of actual accomplishments to the measurable objectives or outcomes established for the grant.

It is mutually agreed that agencies shall:

(1) Grant Identification-At the time the grant is made, the agency must provide information to the grantee including the required contract provisions as well as the applicable compliance requirements.

(2) During the grant period, the agency shall monitor the grantee's use of State awards through reporting, site visits, regular contact, or other means to provide assurance that the grantee administers State funds in compliance with laws, rules, and the provisions of grant agreements and that performance goals are achieved.

(3) Ensure that subgrantees expending five hundred thousand dollars

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(\$500,000) or more in State awards during the subgrantee's fiscal year have met the audit requirements of this Subchapter and that the required audits are completed within nine months of the end of the subgrantee's audit period; issue a management decision on audit findings within six months after receipt of the subgrantee's audit report; and ensure that the subgrantee takes timely corrective action on all audit findings.

(4) Take action using sanctions when a subgrantee has demonstrated a continued liability or unwillingness to provide required audits.

(5) Evaluate the impact of the subgrantee activities on the agency's ability to comply with applicable State rules.

(6) Evaluate the results and outcomes of the activities and accomplishments of the grantee or subgrantee to determine if results were achieved, the success of the activity, and whether the project activities should continue.

This agreement remains in effect until any agency participant provides written notification to all the other parties to this agreement of their intention to terminate this memorandum of understanding. Any written notification of termination of this memorandum of understanding must include a termination date that provides at least thirty (30) days advance notification to all parties.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, have caused this instrument to be signed in their names by the authority of their boards duly given.

Grants Procedure and Application Policy

Chairman Goodwin noted that at the request of the Board, Interim County Manager, John Ed Whitehurst drafted a grant application and policy that would require approval prior to submission of any grant application. Chairman Goodwin stated that this would be included in the policies for purchasing in the Finance Department.

Commissioner Mitchener moved that the Board adopt the policy as presented. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

CHOWAN COUNTY GRANT MANAGEMENT and APPLICATION PROCEDURES

PURPOSE

Chowan County recognizes that grant funding provides significant resources to enhance the County's ability to provide services and activities that might not otherwise be available. The County will seek grant funding for activities that are determined to further core County functions or that provide for activities, which are in the best interests of our citizens.

The purpose of this policy is to provide procedures relating to the requirements for application and contracts for grants, and to ensure that County departments are accountable for proper grant documentation, administration, and activities.

The County will examine the benefits of grant funding prior to application and decline funding determined not to meet the above criteria.

APPLICABILITY

This policy applies to all Chowan County offices/departments and to all Chowan County officials and their employees.

DEFINITIONS

1. "Indirect Costs" are costs associated with the administrative and general functions of County government that support direct services of a grant or fund. Indirect costs include such things as cost of facilities, utilities, insurance, accounting and payroll, information technology, infrastructure, etc.
2. "State and Federal Grants" are revenues received from the state or federal government (directly or indirectly).
3. "County Official" as used in this policy means elected official and/or appointed department head and employees.

AUTHORITIES

All grant applications will be approved in accordance with the appropriate County policies and procedures.

All grant applications may be completed, signed, and submitted by county officials after direction and approval from the Board of Commissioners and/or County Manager.

PRE-APPLICATION QUESTIONNAIRE

The pre-application questionnaire is designed to provide information so the Board of Commissioners or its designee can consider whether to apply for the grants based upon activities that are determined to further core County functions or that provide for activities, which are in the best interests of our citizens.

Prior to application for any new grant or renewal of any existing grant, the requesting department will complete the pre-application questionnaire. Signature of the county official is required.

The questionnaire will be submitted to the County Manager. The County Manager and/or the designee may make a decision or have the pre-application questionnaire placed on the board agenda for discussion and direction on whether to proceed with application.

The pre-application questionnaire will be maintained by the department and attached to the grant application.

GRANT APPLICATION

If the pre-application questionnaire is approved, completion of grant application is the responsibility of the county official.

After submission and approval of the pre-application questionnaire, applications may be prepared, signed and submitted by the county official. Applications requiring signature of the Executive Officer must be signed by the board chair or the County Manager. A copy of the approved pre-application questionnaire and signed grant application, as submitted to the grants agency, must be filed with the Finance Officer.

INDIRECT COSTS TO BE MAXIMIZED

Applications shall include indirect costs when allowed as a substitute for cash match required. All grant applications will include charges for indirect costs to the maximum allowed in accordance with both the County's cost allocation plan and the specific grant rules. Indirect revenues will be budgeted according to the County's Indirect Cost Allocation plan and will not be expended on direct activities of the grant.

GRANT CONTRACT/REQUIREMENTS FOR APPROVAL

Prior to acceptance of any funding or expenditure of funds on any grant activity, a written grant approval is required.

The signed approved pre-application questionnaire must be submitted to the Finance Office with the approved original grant application. If the grant requires modification of the county budget, a completed budget modification form or budget change form must be submitted to the Finance Office with the contract.

COMPLIANCE WITH GRANT REQUIREMENTS

The applying County officials are responsible for compliance with all aspects of grant requirements including monitoring to ensure that grant activities are properly accomplished, grant accounting and tracking, and ensuring that requests for reimbursement are accurate and submitted on a timely schedule.

RESPONSIBILITY FOR MAINTENANCE OF FILE AND PUBLIC DISCLOSURE

The original grant contract and any approved amendments must be retained by the Finance Officer in the Finance Office.

The official grant file including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, applications, pre-application questionnaire, activity reports, requests for reimbursement, fiscal reports, and other correspondence will be maintained by the initiating department. Any destruction of these records will be in accordance with the approved retention schedule in the appropriate department as established by the State of North Carolina Records Retention Schedule. Public disclosure requests regarding grants will be referred to the Finance Department for coordination of public records gathering and release.

GRANT REVENUES

Revenue Accounts to be Established by Finance Officer

Pursuant to the Chowan County's general financial policies and North Carolina Budget and Fiscal Control Act, all grant revenues will be deposited to revenue accounts specific to the grant and grant year and separated into revenues for direct activities and indirect costs. The Finance Officer's accounting staff will create and maintain revenue accounts that ensure identification of grants by year, separate direct from indirect costs, and provide for tracking of accruals.

Deposit and Budgeting for Multi-year Grants

County officials must ensure that for reimbursement-based, multi-year grants, both revenues and expenditures are budgeted in the year during which the grant activity will be performed. Revenues for grants where funds are received by the County prior to the grant activity (typically as a lump sum) are required to be deposited and budgeted as follows:

817 B– Soundside Rd. Status of property sale

Chairman Goodwin stated that this property the county has received an offer of \$7,000 which was previously accepted by the Board. After the offer was accepted, the buyer discovered lead paint on the tank. He asked the Board how they wish to proceed with the sale. Adding that \$5,000 is the estimated cleanup cost.

Commissioner Nixon requested that this topic be discussed in Closed Session regarding the negotiating of the sale of county owned property.

External Board/Committee Reports

Chairman Goodwin asked Board members to report on the activities of the external boards to which they have been appointed.

Commissioner Cole stated that the Health Department Board has met with no major issues and finances being in good standing.

Commissioner Nixon stated that the Tourism Board (TDA) will be meeting in January. He added that he will ask the clerk to forward TDA minutes to the Commissioners.

Commissioner Mitchener stated that there is an upcoming vacancy on the Hospital Directors Council. Additionally he noted the Skilled Nursing at Chowan Hospital was recognized as one of the top 100 in the country.

Commissioner Winborne noted that the Recreation Advisory Board is investigating the ownership of Dillard's Mill Pond. He added the Board is anxiously awaiting the appointment of a permanent

Chairman Goodwin stated he will make his external committee appointments and asked the Board members to let him know of any concerns they have with their appointments.

Board Appointments

Tourism Development Authority

Chairman Goodwin stated the Board has received applications for consideration for the Tourism Development Authority. He stated that the Board will review the applications for the public appointment in closed session.

Albemarle Commission

Chairman Goodwin stated that Chowan County is eligible to appoint one at-large non elected representative beginning April 1, 2012 and ending April 2014. He stated the appointment will be listed online and applications will be accepted through February.

Timely and Important Matters

Christmas Bonus

Commissioner Nixon stated that County employees have been 3-4 years with no salary increases. He stated that based on the preliminary head count of all full time county employees the cost for the bonus would be \$24,000 and he recommended that a budget transfer (BT1112-008) be done

to draw the monies from contingency. He added that departments will have to repay contingency for this but noted there would be some reimbursement in DSS. He made a motion to give all full time county employees a \$200 Christmas bonus.

Commissioner Lawrence stated the bonus has been a long time coming for employees; he stated he would support the motion and wished the Board was able to provide more.

Commissioner Winborne stated that the Board's success in repairing the finances of the County was from all of the employee's hard work. He stated his gratitude to the county employees and stated he felt the bonus was well deserved and overdue.

Chairman Goodwin stated that employees have suffered along with the Board and the public in the hard decisions that have been made over the past few years. He stated that while the bonus was not a whole lot, he hoped employees knew it was a Thank you for all they have done.

Commissioner Mitchener stated his support of the motion.

With no further discussion, the Board approved the motion unanimously (7-0).

Donation of generator and building

Commissioner Winborne stated the Verizon purchased the Alltel. He stated he was contacted by them to see if the county was interested in acquiring a 12x28 building and a 50kw generator. He stated that the purchase agreement would be of little or no cost to the county with the exception of unloading the truck with the equipment onto county property. He added that Center Hills Crossroads Fire Department has indicated interest in the generator specifically.

Commissioner Smith stated he felt the use would be beneficial to the county.

Commissioner Nixon stated he felt the idea was great.

Commissioner Lawrence moved that the Board approve the manager to look into an agreement and have it drawn up. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

Being no further business, Commissioner Nixon moved that the Board go into closed session to discuss a personnel matter, and to review qualifications of applicants for an appointment to a public body (6), and to negotiate the terms of sale of real property (5). Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

Closed Session

The minutes of the executive session are sealed.

Commissioner Nixon moved that the Board close the executive session. Chairman Goodwin asked for all in favor, the motion passed unanimously (7-0).

Adjourn

Being no further business before the Board, the meeting was adjourned

Chairman
Edward C. Goodwin

Clerk